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WARNING NOTICE- NONCOMPLIANCE FEES

DATE: __ __ __

TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

You have engaged in conduct that is a violation of your rental agreement or ORS 90.325 in one or more of the following particulars (check all that apply):

- ○ Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit as follows: _____
- ○ Smoking in a cleary designated nonsmoking unit or area of the premises as follows (the fee for second or subsequent violation may be up to $250.00): _____
- ○ Improper use of a motor vehicle(s) on the premises as follows: _____
- ○ Failure to clean up pet, service or companion animal waste from a part of the Premises other than the dwelling unit as follows: _____
- ○ Keeping on the Premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405 as follows (the fee for second or subsequent violation may be up to $250.00): _____
- ○ Improper parking of a motor vehicle as follows: _____
- ○ Failure to pay the following charges when due and itemized as follows:

  $ _____ Utility or service charge(s) (describe): _____

You are hereby advised that this is a formal warning notice that involves your conduct. You are required to discontinue the above conduct or correct the above violation. In the event of a second or subsequent noncompliance of the same rule within one year after this Warning Notice of Violation, the Landlord may either terminate Tenant's tenancy pursuant to ORS 90.392 or assess a noncompliance fee. The noncompliance fee shall be: $_____ ($250.00 if left blank, if second or subsequent violation of keeping on the premises an unauthorized pet capable of causing damage to persons or property or smoking in a clearly designated nonsmoking unit or area of the premises and may not exceed $250.00). For all other violations $_____($50.00 if left blank, if second or subsequent violation and may not exceed $50.00) or $_____ ($50.00 if left blank, plus 5% of the rent if third or subsequent violation and may not exceed $50.00).

WARNING NOTICE: The defaults or conduct set forth in this notice constitute a violation of your Rental Agreement. If your tenancy is a fixed-term tenancy, your Landlord may choose to terminate the tenancy at the end of the fixed term if there are three violations of your Rental Agreement within the twelve (12) month period preceding the end of the fixed term. Correcting the third or subsequent violation is not a defense to such a termination.

X_____ X_____

Landlord/Owner/Agent Date Landlord/Owner/Agent's telephone

X_____ Copied to: _____

Landlord/Owner/Agent's address

EQUAL HOUSING OPPORTUNITY

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